

**FIRST RESPONDER JOINT INSURANCE FUND  
INDEMNITY AND TRUST AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the County of \_\_\_\_\_, State of New Jersey, by and between the First Responder Joint Insurance Fund, hereinafter referred to as “Fund”, and the \_\_\_\_\_ hereinafter referred to as “Local Unit” or “Member”; and

**WHEREAS**, the Fund seeks to provide its members with insurance coverage; and

**WHEREAS**, two or more Local Units have collectively formed a joint insurance fund as is authorized and described in *N.J.S.A. 40A:10-36 et seq* and the administrative regulations promulgated pursuant thereto; and

**WHEREAS**, the Local Unit has agreed to become a member of the Fund in accordance with and to the extent provided for in the Bylaws of the Fund and in consideration of such obligations and benefits to be shared by the membership of the Fund.

**NOW, THEREFORE**, it is agreed as follows:

1. The Local Unit, upon entering the Fund, accepts and agrees to be bound by and to comply with each and every provision of the Fund’s Bylaws and pertinent statutes and administrative regulations pertaining to same.
2. The Local Unit agrees to participate in the Fund with respect all types of insurance provided by the Fund.
3. The Local Unit agrees to become a member of the Fund for an initial period of three (3) years, the commencement of which shall coincide with the effective date of the Local Unit’s membership in the Fund.

4. The Local Unit certifies that it has never defaulted on any claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two (2) years prior to the date hereof.

5. In consideration of membership in the Fund, the Local Unit agrees that it shall jointly and severally assume and discharge the liability of each and every member of the Fund, for the periods during which the member is receiving coverage, all of whom, as a condition of membership in the Fund, shall execute a verbatim counterpart to this Agreement. By execution hereof the full faith and credit of the Local Unit is pledged to the punctual payments of any sums which shall become due to the Fund in accordance with the Bylaws thereof, this Agreement or any applicable statute or regulation. However, nothing herein shall be construed as an obligation of the Local Unit for claims and expenses that are not covered by the Fund, or for that portion of any claim or liability within a member's retained limit or in an amount which exceeds the Fund's limit of coverage.

6. If the Fund, in the enforcement of any part of this Agreement, shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the Local Unit agrees to reimburse the Fund for all such reasonable expenses, fees and costs on demand.

7. The Local Unit and the Fund agree that the Fund shall hold all monies paid by the Local Unit to the Fund as fiduciaries for the benefit of Fund claimants all in accordance with applicable State law and/or regulation.

8. If required by the Commissioner of Banking and Insurance, the Commissioner of the Department of Community Affairs or applicable statutes and regulations, the Fund shall establish and maintain separate Trust Accounts in accordance with *N.J.S.A. 40A:10-36 et. seq.* and such other statutes and/or regulations as may be applicable. If such Trust Accounts are established, they shall be utilized solely for the payment of claims, allocated claim expense and

excess insurance or reinsurance premiums for each such risk or liability or as “surplus” as such term is defined by applicable State statute or Administrative Code(s).

9. Each Local Unit who shall become a member of the Fund shall be obligated to execute this Agreement.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

Authorized Signature

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

FIRST Responder Joint Insurance Fund, Authorized Signature